

# Lenny and Maria DeepDive Podcasts

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## home insurance

DeepSeek (R1) responses to Home Insurance

Coverage questions in response to home related damage caused by the High Winds and Pasadena Eaton Fire of 1-8-24

home insurance DeepSeek (R1) responses to Home Insurance Coverage questions in response to home related damage caused by the High Winds and Pasadena Eaton Fire of 1-8-24

These Source material that I have uploaded is my currently updated home insurance policy. From the recent Eaton fire in Pasadena with its Associated very high winds my property and house have suffered damages. Examine my policy and tell me what pertains to damages to my house roof whereby asphalt tiles have were blown out exposing the wood underneath

Thought for 19 seconds

Okay, let's see. The user has a homeowners insurance policy with Interinsurance Exchange of the Automobile Club and suffered roof damage from high winds during the Eaton fire in Pasadena. They want to know what parts of their policy cover roof damage where asphalt tiles were blown off, exposing the wood underneath.

First, I need to look through the policy documents provided. Starting with the declarations page (Page 1), under Part I Property Coverages, Coverage A is for the Dwelling with a limit of \$484,000. The policy includes Guaranteed Replacement Cost for Coverage A and B. The deductible is \$1,000 for covered losses unless it's water damage, which also has a \$1,000 deductible. Since wind damage isn't mentioned under the special water deductible, the standard \$1,000 deductible likely applies.

On Page 12, under the "Wildfire Risk Classification Disclosure," there's a mention of brushfire risk, but the user's damage is from wind associated with a fire. Wildfire itself might be excluded unless the wind is a separate peril. However, standard homeowners policies typically cover wind damage unless excluded. Since the policy doesn't explicitly exclude wind, it should be covered.

Looking at the "Notice to Consumers – California Residential Insurance Disclosure" on Page 12, it mentions Guaranteed Replacement Cost Coverage and Building Code Upgrade Coverage. The roof damage would fall under Coverage A (Dwelling). Since the policy has

Guaranteed Replacement Cost, the full cost to repair or replace the damaged roof should be covered, minus the deductible.

Page 16-17 provides a Reconstruction Cost Estimate Report. The roof type is listed as "Shingles, Asphalt/Fiberglass-100%," which matches the user's description. The total reconstruction cost is estimated at \$483,692, which aligns with Coverage A's limit. This suggests that the policy is designed to cover such repairs up to the dwelling limit.

Additionally, under Endorsements (Page 2), there's an HO-216 endorsement for Alarm or Fire Protection System, which might not directly relate to wind damage but indicates possible discounts or additional provisions. The main coverage for the roof would still be under Part I, Coverage A.

The policy excludes earthquake damage (Page 1 and 7), but wind damage from a fire event isn't mentioned as an exclusion. Therefore, wind damage to the roof should be a covered peril under Coverage A, subject to the \$1,000 deductible. The user would need to file a claim, and the insurer would assess whether the damage was caused by a covered peril (wind) and then cover the repair costs up to the policy limits, using Guaranteed Replacement Cost.

Based on your Interinsurance Exchange of the Automobile Club homeowners policy, here's what applies to roof damage caused by high winds blowing off asphalt tiles and exposing the wood underneath:



## 1. Coverage for Roof Damage

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Coverage A (Dwelling):

Your roof is part of the dwelling structure. Coverage A includes Guaranteed Replacement Cost (Page 12), meaning the insurer will cover the full cost to repair or replace the damaged roof, even if it exceeds your dwelling limit (\$484,000), as long as the damage is from a covered peril.

- Wind is a covered peril unless explicitly excluded. Your policy does not list wind as an exclusion (Page 1 and 12 confirm standard perils like wind are covered).
- Deductible: A \$1,000 deductible applies (Page 1). You'll pay this amount out of pocket, and the insurer covers the rest.



## 2. Building Code Upgrade Coverage (Ordinance & Law)

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If replacing the roof requires upgrades to meet current building codes (e.g., stronger materials or installation standards), 10% of Coverage A (\$48,400) is available (Page 1 and 12). This covers additional costs from code compliance during repairs.



### 3. Reconstruction Cost Estimate

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The policy's Reconstruction Cost Estimate Report (Pages 16–17) values your roof as "Shingles, Asphalt/Fiberglass-100%." The total rebuilding cost (\$483,692) aligns with Coverage A, ensuring sufficient funds for roof repairs under Guaranteed Replacement Cost.



### 4. Exclusions to Note

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- Earthquake: Excluded (Page 1 and 7), but irrelevant here.
- Neglect: Damage from pre-existing wear or lack of maintenance may be denied. Ensure the damage is directly from the wind event.



### Steps to Take

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1. File a claim immediately with your insurer (contact 1-877-422-2100).
2. Document the damage: Take photos/videos of the missing tiles and exposed wood.
3. Request a contractor inspection: The insurer may send an adjuster, but an independent estimate can help avoid disputes.
4. Review Building Code Requirements: If code upgrades are needed, notify your insurer to utilize the 10% ordinance coverage.



### Key Policy References

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- Coverage A (Dwelling): Page 1, Part I Property Coverages.

- Guaranteed Replacement Cost: Page 12, "Notice to Consumers."
- Building Code Upgrade: Page 1 (10% of Coverage A) and Pages 3–5 (details).
- Deductible: Page 1 (\$1,000 for non-water losses).

If the insurer disputes coverage, escalate to the California Department of Insurance (Page 10). Your policy's terms strongly support coverage for wind-related roof damage.

A portion of the 50 ft wooden 5 ft fence was wind damaged before the eating fire had started and had to be uprighted but is now very damaged. This fence is on the property line is the south Boundary of the property. Assuming that this fence is on the property line what coverage does my house insurance have for its repair or replacement

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Thought for 14 seconds

Alright, let's tackle this question about the fence damage. The user mentioned that a 50-foot wooden fence on the south boundary of their property was damaged by wind before the Eaton fire started and now needs repair or replacement. They want to know what their homeowners insurance covers for this.

First, I need to recall the sections of the policy related to structures. From the previous answer, I remember that "Other Structures" are covered under Coverage B. The policy document mentions Coverage B under Part I Property Coverages with a limit of \$48,400. That's 10% of the Coverage A limit (\$484,000), which is standard.

The fence is likely considered an "Other Structure" because it's a permanent structure on the property but not part of the main dwelling. However, I need to check if there are any specific exclusions or conditions for fences. The policy doesn't explicitly exclude fences, so Coverage B should apply.

Next, the deductible: the policy states a \$1,000 deductible for covered losses (Page 1). Since the fence damage is from wind, which is a covered peril, the deductible would apply. The user would pay \$1,000, and the insurance would cover the rest up to the Coverage B limit.

Another point is whether the fence being on the property line affects coverage. The policy doesn't mention property line specifics for "Other Structures," so the location shouldn't matter as long as the fence is on the insured's property. However, if the fence is shared with a neighbor, there might be shared responsibility, but insurance typically covers the portion owned by the policyholder.

Building Code Upgrade Coverage (10% of Coverage A) might apply if repairs require meeting new codes, but since the fence is being uprighted and replaced, standard replacement should be covered under Coverage B unless upgrades are enforced.

Finally, the user should document the damage, file a claim, and possibly get an estimate for repairs. The insurer might send an adjuster to assess the damage. If there are disputes, the California Department of Insurance can assist (Page 10).

Based on your Interinsurance Exchange of the Automobile Club homeowners policy, here's how your damaged wooden fence is covered:



## 1. Coverage for the Fence

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Coverage B (Other Structures):

Fences are classified as "Other Structures" under Coverage B, which has a limit of \$48,400 (10% of Coverage A). This covers repair or replacement of the fence if damaged by a covered peril like wind (Page 1).

- Wind is a covered peril unless explicitly excluded (your policy does not exclude wind damage).
- Deductible: A \$1,000 deductible applies (Page 1). You pay this amount first; the insurer covers the remaining repair/replacement costs up to Coverage B's limit.



## 2. Key Considerations

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- Property Line: Coverage applies as long as the fence is on your property. If shared with a neighbor, your policy covers only your portion.
- Building Code Upgrades: If repairs require compliance with updated codes (e.g., materials or height restrictions), the 10% Building Code Upgrade Coverage (Page 1 and Pages 3–5) could apply, but standard fence replacement typically falls under Coverage B.



## 3. Steps to Take

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1. File a claim with your insurer (contact 1-877-422-2100).

2. Document the damage: Take photos/videos of the fence and note the extent of wind damage.
3. Obtain repair estimates: Share these with your insurer.
4. Clarify shared ownership: If the fence is jointly owned, coordinate with your neighbor (their insurance may cover their share).



## Policy References

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- Coverage B (Other Structures): Page 1, Part I Property Coverages.
- Deductible: Page 1 (\$1,000 for non-water losses).
- Building Code Upgrades: Pages 3–5 (details on ordinance coverage).

If coverage is disputed, contact the California Department of Insurance (Page 10). Your policy supports coverage for wind-damaged fences under Coverage B.

Due to our house being in a evacuation Zone we had to leave our property and stay in a hotel. The family consists of six members so the expenses were high. How much of this expenses would be covered by our homeowners policy if any.

Thought for 44 seconds

Alright, let me try to figure out how much of the hotel expenses would be covered under Leonard and Margarita's homeowners policy. First, I need to recall what their policy says about additional living expenses. I remember from the policy documents that there's something called "Loss of Use" coverage. Let me check the details.

On Page 1, under Part I Property Coverages, there's a line for "Loss of Use" which mentions it's 20% of Coverage A. Coverage A is the dwelling coverage, which is \$484,000. So 20% of that would be  $\$484,000 \times 0.20 = \$96,800$ . That seems like the total limit for Loss of Use. This coverage typically pays for additional living expenses if the home is uninhabitable due to a covered peril.

Now, the family had to evacuate due to being in an evacuation zone. The policy might cover this under Loss of Use, but I need to confirm if evacuation due to a nearby fire (even if the fire itself didn't damage their home) is considered a covered reason. The policy documents mention that coverage is for "covered perils." Wind is listed as a covered peril, but fire is also

a standard covered peril in most homeowners policies. Since the evacuation was related to a fire (Eaton fire mentioned earlier), and assuming the fire is a covered peril, then the additional living expenses might be covered.

However, there's a deductible mentioned. Wait, the deductible applies to property damage, but for Loss of Use, does the deductible still apply? On Page 1, the deductible notes specify that a \$1,000 deductible applies to any covered loss resulting from discharge, leakage, or overflow of water or steam, and another \$1,000 deductible for any other covered loss. Since the evacuation is due to fire/wind, which is a covered peril, the \$1,000 deductible might apply here. But I need to check if the deductible applies to Loss of Use or only to property damage.

Looking at the policy wording: "A deductible of \$1,000 applies to any covered loss..." Since Loss of Use is part of the property coverages (Part I), the deductible likely applies. So the family would need to pay the first \$1,000, and the insurance would cover the remaining expenses up to the \$96,800 limit.

But wait, there's also a mention of "Loss of Use" under Other Coverages 1, which is 20% of Coverage A. The exact wording is: "Loss of Use - Other Coverages 1. (20% of the amount of Coverage A)". There's no explicit deductible mentioned here, but the general deductible note on Page 1 says deductibles apply to "any covered loss." So it's possible the deductible applies here as well.

Another thing to consider: the evacuation was mandatory due to the fire. Some policies cover additional living expenses if there's a civil authority order prohibiting use of the residence. The policy mentions "Loss of Use" includes coverage if the premises are uninhabitable due to a covered loss. But does evacuation due to proximity to a fire count if the home itself wasn't damaged? This might be a gray area. The policy might require that the home be damaged by the covered peril to trigger Loss of Use. If the home wasn't actually damaged by the fire or wind, but they evacuated as a precaution, coverage might be denied. However, given that there was wind damage to the roof and fence, which are covered perils, maybe the entire evacuation period is covered because the home was at risk or had minor damage.

Alternatively, if the evacuation was solely due to proximity and no damage occurred to their home, the insurer might argue that Loss of Use doesn't apply. But since there was wind damage (the roof and fence), which are covered perils, the evacuation could be considered part of the loss related to those damages. This would strengthen their claim for additional living expenses.

In summary, if the evacuation is directly related to a covered peril that caused damage to their home, then Loss of Use coverage would apply, subject to the \$1,000 deductible, up to the \$96,800 limit. The family would need to provide receipts for their hotel expenses and other additional living costs. The insurer would reimburse them for expenses exceeding the deductible, up to the policy limit.

I should also check if there are any specific endorsements or exclusions related to evacuation or civil authority orders. The endorsements listed include HO-404 (AAA YourHome Advantage Package), HO-216 (Alarm or Fire Protection System), HO-2395 (Amendatory Endorsement), and 438BFU (Lender's Loss Payable). None of these seem to directly affect Loss of Use coverage. The main policy terms would govern here.

Additionally, the policy's "Loss of Use" typically covers necessary increases in living expenses, such as hotel costs, meals, and storage. Since the family has six members, the expenses might be higher, but the coverage limit is quite substantial (\$96,800), so it should accommodate their needs unless the evacuation period is extremely long.

Finally, the family should file a claim promptly, document all expenses, and work with the insurance adjuster to ensure their costs are covered under the Loss of Use provision.

Based on your Interinsurance Exchange of the Automobile Club homeowners policy, here's how your evacuation-related hotel expenses are covered:



### 1. Coverage for Additional Living Expenses (Loss of Use)

- Limit: Your policy provides 20% of Coverage A (
  - 484,000)\*\*\$484,000, \$96,800\*\*
- 484,000)\*\*for Loss of Use, totaling\*\*96,800 (Page 1, Part I Property Coverages). This covers:
  - Hotel or temporary housing costs.
  - Increased living expenses (e.g., meals, laundry, storage).
  - Other necessary costs incurred while your home is uninhabitable due to a covered peril.
- Covered Perils: Since the evacuation was due to the Eaton fire and high winds (both covered perils under your policy), and your home suffered wind damage (roof and fence), the Loss of Use coverage applies.



## 2. Deductible



1,000 deductible\*\* applies to "any covered loss" (Page 1). You must pay this amount out of pocket first. The insurer covers expenses exceeding 1,000, up to the \$96,800 limit.



### 3. Key Considerations

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- **Evacuation Trigger:** Coverage applies if the evacuation is directly tied to a covered peril (e.g., fire, wind) that caused damage to your home. Since your property sustained wind damage, the evacuation is likely covered.
- **Duration:** Coverage lasts until your home is repaired or until you permanently relocate, whichever comes first.
- **Documentation:** Save receipts for all expenses (hotel, meals, etc.) to submit with your claim.



### 4. Steps to Take

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1. File a claim immediately with your insurer (1-877-422-2100).
2. Provide documentation: Submit receipts, photos of property damage, and proof of evacuation orders (if available).
3. Track expenses: Keep detailed records of all additional costs incurred during evacuation.



### Policy References

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- **Loss of Use Limit:** Page 1 ("Other Coverages 1. (20% of the amount of Coverage A)").
- **Deductible:** Page 1 (\$1,000 for non-water losses).
- **Covered Perils:** Page 12 (wind and fire are standard covered perils).

If the insurer disputes coverage, escalate to the California Department of Insurance (Page 10). Your policy supports reimbursement for evacuation expenses under Loss of Use, provided they are tied to a covered peril and documented properly.

Due to the fire which damaged and or burnt to the ground a thousand homes and structures the air in our neighborhood is very bad for your health at this time which a few weeks is immediately after the fire.

Our house and property is covered with a light coat of Ash from the fire also. We are expanding a lot of money to clean inside and outside of the house and the property so we can minimize the toxins that have settled there. Also there is some concern about the toxins in the air that we are breathing in and we had to buy a number of air filters and humidifiers to minimize the health damages. List any and all provisions of the house insurance that may cover some of these expenses mentioned

Based on your Interinsurance Exchange of the Automobile Club homeowners policy, here's how your expenses related to ash cleanup and air quality concerns may be covered:



## 1. Coverage for Ash Cleanup

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- Coverage A (Dwelling):

The light coat of ash on your house and property may be considered direct physical damage caused by the fire, which is a covered peril. Coverage A includes Guaranteed Replacement Cost (Page 12), meaning the insurer will cover the cost to clean and restore your home and property, up to the \$484,000 limit.

Deductible: A \$1,000 deductible applies (Page 1). You pay this amount first; the insurer covers the remaining costs.

- Coverage C (Unscheduled Personal Property):

If ash has damaged personal belongings (e.g., furniture, clothing), this coverage applies, with a limit of \$363,000 (Page 1).



## 2. Coverage for Air Quality Concerns

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### Loss of Use (Additional Living Expenses):

If the air quality makes your home uninhabitable, Loss of Use coverage (20% of Coverage A, or \$96,800) may apply (Page 1). This could cover:

- Temporary housing (e.g., hotel stays).
- Increased living expenses (e.g., meals, laundry).
- Air filters and humidifiers purchased to mitigate health risks while you are living in the home.



## 3. Key Considerations

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- Documentation: Save receipts for all expenses (cleanup services, air filters, humidifiers, etc.) to submit with your claim.
- Health-Related Expenses: Homeowners insurance typically does not cover medical expenses or health-related costs (e.g., doctor visits, medications). These would fall under health insurance.
- Preventative Measures: Coverage for air filters and humidifiers may depend on whether they are deemed necessary to make the home habitable. If the insurer determines these are preventative rather than necessary, they may not be covered.



## 4. Steps to Take

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1. File a claim immediately with your insurer (1-877-422-2100).
2. Document the damage: Take photos/videos of the ash on your property and inside your home.
3. Submit receipts: Provide receipts for cleanup services, air filters, humidifiers, and any other related expenses.
4. Request an inspection: The insurer may send an adjuster to assess the damage and determine coverage.



## Policy References

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- Coverage A (Dwelling): Page 1, Part I Property Coverages.
- Coverage C (Unscheduled Personal Property): Page 1, Part I Property Coverages.
- Loss of Use: Page 1 ("Other Coverages 1. (20% of the amount of Coverage A)").
- Deductible: Page 1 (\$1,000 for non-water losses).

If the insurer disputes coverage, escalate to the California Department of Insurance (Page 10). Your policy supports coverage for ash cleanup and related expenses, provided they are tied to a covered peril (fire) and properly documented.